

November 29, 2016

Via Electronic Delivery

Ms. Marlene H. Dortch, Secretary
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

**Re: Telephone Number Portability, et. al.,
WC Docket Nos. 07-149 and 09-109; CC Docket No. 95-116**

Dear Secretary Dortch:

I am writing on behalf of the North American Portability Management LLC (the "NAPM LLC") to provide context for the *Number Portability Administration Center Transition Status Report* filed by Neustar in the above-referenced dockets on November 18, 2016 (the "Report"). The Report expresses concern about the alleged failure of the NAPM LLC and the Transition Oversight Manager (the "TOM") "to share transition governance, risk, and schedule information."¹ Because the authors have not received this information, they claim that it is "reasonable to conclude that the transition will not be completed until sometime in 2019."²

It is not reasonable for Neustar to file a report concluding that the transition will not be completed until sometime in 2019 based on the fact that Neustar has not received certain information, particularly because Neustar itself is solely to blame for its lack of access to that information. Specifically, Neustar began claiming over one year ago that it has the right to publicly disclose confidential information that it receives during confidential transition-related meetings, despite the fact that Neustar would receive the confidential information at issue, information necessary to facilitate the transition, solely because it is the incumbent Administrator of the Number Portability Administration Center ("NPAC"). Having announced this position, it should be of no surprise to anyone that the other parties participating in the transition meetings have refused to share confidential information with Neustar, or sought to limit the sharing of confidential information with Neustar to the greatest extent possible, until Neustar agrees to an appropriate multi-party non-disclosure agreement ("NDA") that protects all parties' interests, including Neustar's. Indeed, it would be irresponsible to share confidential information about critical national infrastructure with any entity that refuses to recognize its legal and ethical obligation to maintain the confidentiality of the information. Sharing confidential information under these circumstances would be inconsistent with all of the steps that the Commission and the NAPM LLC have undertaken to ensure a "secure and reliable database that is vital to the functioning of the nation's critical communications infrastructure, public safety, and national security."³

¹ Report at 1.

² *Id.*

³ *In the Matter of Implementation of Telcordia Technologies, Inc. Petition to Reform Amendment 57 and to Order a Competitive Bidding Process for Number Portability Administration; Petition of Telcordia Technologies, Inc. to Reform or Strike Amendment 70, to Institute Competitive Bidding for Number Portability Administration, and to End the NAPM LLC's Interim Role in Number Portability Administration Contract Management; Telephone Number Portability*, WC Docket Nos. 09-109, 07-149, CC Docket 95-116, Order, 30 FCC Rcd 3082, ¶2 (2015) (LNPA Selection Order).

As a direct result of Neustar's claim that it has the right to disclose information it receives during transition meetings and its unwillingness to execute a reasonable NDA to protect confidential information disclosed during transition meetings, the parties have not been able to conduct joint transition meetings. Instead, the TOM has been forced to serve as the conduit through which all communications between Neustar and iconectiv must pass. In addition to introducing unnecessary inefficiencies and delay into the transition process, forcing the TOM to serve as the conduit for all communications adds unnecessary costs to the transition process that are borne by the industry.

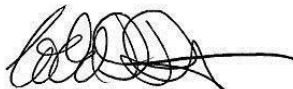
In order to break the impasse created by Neustar's claim that it has the unilateral right to disclose confidential information it receives during transition meetings, the NAPM LLC has sought, for over one year, to negotiate a NDA with Neustar. Unfortunately, Neustar, to date, has refused to accept standard and reasonable terms for any NDA. Indeed, Neustar refused to sign the same NDA that it proposed for iconectiv despite the willingness of the NAPM LLC and iconectiv to accept those terms.

The NAPM LLC has sought, and will continue to seek, to negotiate a reasonable NDA with Neustar, which would greatly facilitate the sharing of confidential information with Neustar in furtherance of the transition in accordance with the requirements of the orders of the Federal Communications Commission ("FCC") and the Master Service Agreements ("MSAs") with the NAPM LLC. Neustar has frequently claimed that it will cooperate in good faith to ensure that the transition is successful. Since actions speak louder than words, the NAPM LLC respectfully urges Neustar promptly to sign an NDA without insisting on non-standard provisions that would provide Neustar with the unilateral right to disclose confidential information in order to further Neustar's interests. Standard NDA exclusions provide Neustar with more than enough protections to protect its interests, and any continued insistence on non-standard, unilateral rights to disclose confidential information would be fundamentally inconsistent with good faith cooperation, the requirements of the relevant FCC orders and the MSAs with the NAPM LLC, and the vital need to protect the NPAC, which is "a national resource that provides critical inputs to communications services, public safety, and law enforcement."⁴

Please direct any questions to the undersigned.

Sincerely,

Dentons US LLP



By: Todd D. Daubert
Partner

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Id., ¶158.